

276110 (ACH)

(sch pymt for 7/15/09)

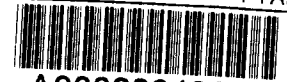
FYA9 FYA9 FYA9

## PAYMENT ESTIMATE - CONTRACT PERFORMANCE

For use of this form, see ER 37 -2 -10 and ER 37 -345 -10

1. INVOICE RECEIVED DATE 01 Jul 2009

PAYMENT DUE DATE 15 Jul 2009



A900286486 3

2. CONTRACTOR AND ADDRESS Severson Environmental Services, Inc.  
2749 Lockport Road Niagara Falls NY 14305

3. CONTRACT NO.  
W912DQ-04-D-0023 0005

4. DIS.  
New York District

## 5. DESCRIPTION OF WORK

Cornell-Dubilier Electronics OU-2 C1 12

## 6. APPROPRIATION AND PROJECT

68-20-X-8145-0000

## 7. REQUIRED COMPLETION DATE

29 Jun 2010

## 8. LOCATION

333 Hamilton Boulevard, South Plainfield, NJ 07080

## 9. PERIOD COVERED BY THIS ESTIMATE

FROM 01 Mar 2007 THRU 26 Jun 2009

## 10. JOB ORDER NO.

## 11. ESTIMATE NO.

3

ITEM NO. a	DESCRIPTION b	CONTRACT			TOTAL TO DATE	
		QUANTITY AND UNIT c	UNIT PRICE d	AMOUNT e	QUANTITY AND UNIT f	AMOUNT g
	AUDITED BY <i>Jm 7/6/09</i> CONTRACT AMOUNT (contract line items - see attached sheets) IFMS INPUT <i>CI 73 LM</i> CERTIFIED <i>[Signature]</i> DATE <i>7/7/09</i>			\$483,524.80	99%	\$478,524.80
INCLUDES MODIFICATIONS THRU R00004		99 % EARNINGS TO DATE	TOTAL CONTRACT →		TOTAL EARNINGS TO DATE →	\$478,524.80
		99 % LESS STORED MATERIAL				

## REMARKS

CDE OU2 Cluster 12 Demolition, site mobilization and general conditions.  
EPA DIRECT FUND SITE. USACE CEFMS USED FOR TRACKING PURPOSES ONLY.

DW96942098

(S/F)

## 12. PRESENTED FOR PAYMENT

PAYEE PER *[Signature]*  
SEVENSON ENVIRONMENTAL SERV  
DATE *1 July 09* TITLE *PRW MGR.*

## 13. APPROVED AMOUNT

I certify that I have checked the quantities covered by this bill or estimate; that the work was actually performed; that the quantities are correct and consistent with all previous computations as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instrument involved.

SIGNATURE *[Signature]*  
Patrick Nejand  
Contracting Officer's Representative

DATE  
1 July 09

CONTRACTING OFFICER APPROVAL (Signature)  
*[Signature]*  
Neal F. Kolb  
Administrative Contracting Officer

DATE  
01 July 2009

14. A. PREVIOUS RETAINED PERCENTAGE	\$0.00
B. PREVIOUS OTHER DEDUCTIONS	\$0.00
C. PREVIOUS LIQUIDATED DAMAGES	\$0.00
D. PREVIOUS PAYMENTS	\$413,783.18
E. PREVIOUS EARNINGS (A + B + C + D)	\$413,783.18
F. EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS E)	\$64,741.62
G. LESS RETAINED PERCENTAGE	\$0.00
H. LESS OTHER DEDUCTIONS	\$0.00
I. TOTAL DEDUCTIONS THIS PERIOD (G + H)	\$0.00
J. RETAINAGE REFUND	\$0.00
K. OTHER REFUNDS	\$0.00
L. TOTAL REFUNDS THIS PERIOD (J + K)	\$0.00
M. LIQUIDATED DAMAGES THIS PERIOD	\$0.00
N. AMOUNT DUE CONTRACTOR (F - I + L - M)	\$64,741.62

## 15. TOTALS TO DATE - ALL INVOICES

RETAINED PERCENTAGE (A + G - J)	\$0.00	LIQ. DAMAGES (C + M)	\$0.00
OTHER DEDUCTIONS (B + H - K)	\$0.00	PAID TO DATE (D + N)	\$478,524.80

PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation)				2. CONTRACT NO.		Sheet 2 of 3	
PAYMENT ESTIMATE CLIN DETAILS				W912DQ-04-D-0023 0005			
3. CONTRACTOR AND ADDRESS				4. PERIOD COVERED BY THIS ESTIMATE		ESTIMATE NO.	
Sevenson Environmental Services, Inc. 2749 Lockport Road Niagara Falls NY 14305				FROM 01 Mar 2007 THRU 26 Jun 2009		3	
ITEM NO. a	MOD. NO. b	DESCRIPTION CONTRACT LINE ITEMS c	CONTRACT			TOTAL TO DATE	
			QUANTITY AND UNIT d	UNIT PRICE e	AMOUNT f	QUANTITY AND UNIT g	AMOUNT h
0001		Work Plans	Ex. 4 - CBI				\$3,377.00
0002		General Conditions					\$269,860.00
0003		Asbestos Abatement					\$0.00
0004		Above Grade Structure Demolition & Off-Si					\$89,346.00
0005	R00004	Below-Grade Structure Demolition and Off-Quantity Underrun Revised Amount CLIN 0005					\$14,221.35
0006A1	R00004	Demolition, Handling/Stockpiling, SamplinQuantity Overrun Revised Amount CLIN 0006A1					\$3,013.40
0006B1	R00004	Demolition, Handling/Stockpiling, SamplinQuantity Underrun Revised Amount CLIN 0006B1					\$0.00
0006C1	R00004	Demolition, Handling/Stockpiling SamplingQuantity Underrun Revised Amount CLIN 0006C1					\$0.00
0007A1	R00004	Excavation, Handling/Stockpiling, SamplinQuantity Underrun Revised Amount CLIN 0007A1					\$0.00
0007B1	R00004	Excavation, Handling/Stockpiling, SamplinQuantity Underrun Revised Amount CLIN 0007B1					\$0.00
0007C1	R00004	Excavation, Handling/Stockpiling, SamplinQuantity Underrun Revised Amount CLIN 0007C1					\$0.00
0007D1	R00004	Excavation, Handling, Sampling & Off-SiteQuantity Underrun Revised Amount CLIN 0007D1					\$0.00
0007E1	R00004	Excavation, Handling/Stockpiling, SamplingQuantity Underrun Revised Amount CLIN 0007E1					\$0.00
0008	R00004	Excavation, Handling/Stockpiling, SamplinQuantity Underrun Revised Amount CLIN 0008					\$0.00
		TOTALS THIS PAGE					379,817.75



OBLIGATION ACCOUNT SUMMARY		CONTRACT NO. W912DQ-04-D-0023 0005		Sheet 1 of 1
CONTRACTOR AND ADDRESS Sevenson Environmental Services, Inc. 2749 Lockport Road Niagara Falls NY 14305		PERIOD COVERED BY THIS ESTIMATE FROM 01 Mar 2007 THRU 26 Jun 2009		ESTIMATE NO. 3
OBLIGATION LINE ITEM / FUNDED WORK ITEM		This Invoice	All Invoices	
OBLIGATION LINE ITEM - 0001		\$64,741.62	\$478,524.80	
FFP O.U. UNIT 2-CLUSTER 12 CORNELL DUBILIER ELECTR		\$0.00	\$0.00	
FUNDED WORK ITEM 83272D		\$0.00	\$0.00	
30000.0.30DS1-Cornell OU2 RA Const ConB [141537]		\$0.00	\$0.00	
Earnings		\$0.00	\$0.00	
Less Retained Percentage		\$0.00	\$0.00	
Less other Deductions		\$0.00	\$0.00	
Retainage Refund		\$0.00	\$0.00	
Other Refund		\$0.00	\$0.00	
Liquidated damages this Period		\$0.00	\$0.00	
Amount Due		\$64,741.62	\$478,524.80	
Payment Due Date 07/15/2009				
TOTALS		\$64,741.62	\$478,524.80	

<b>Prompt Payment Certification And Supporting Data For Contractor Payment Invoice</b>				Page 1 of 2 pages	
(1) Contract No.: W912DQ-04-D-0023 0005		(2) Location and Description of Work: 333 Hamilton Boulevard, South Plainfield, NJ 07080 Cornell-Dubilier Electronics OU-2 CI 12		(3) Estimate No.: 3 (4) Invoice Date: 07/01/2009	
(5) Contractor Official (name and address) to whom payment is to be sent:  Sevenson Environmental Services, Inc. 2749 Lockport Road Niagara Falls NY 14305		(6) Discount Terms:  0 Days 0 Percent			
(7) If Notice of Assignment has been filed, enter name of Assignee to whom payment is to be sent:		(8) Name, Title, phone number, and mailing address of person to be notified in event of a defective invoice:			
(9) Subcontractor Name	(10) Total Amount Subcontracted	(11) Previous Subcontractor Payments (Excluding Deductions)	(12) Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)	(13) ** Subcontractor Earnings Deducted by Contractor (Total to Date)	
ART					
Carner Brothers					
Consolidated Steel and Aluminum Fence					
CTI Cutting Tech					
Internal Intelligence					
Kennon Surveyors					
LVI Environmental					
One Call Electric Service, Inc.					
PAL Environmental Safety Corp					
TOTAL					

**Ex. 4 - CBI**

**\*\* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer) of any such notice issued by the Contractor, specifying (1) the amount to be withheld, (2) the specific causes for the withholding under the terms of the subcontract, and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. Attach copy of notification to pay estimate. Reference FAR 52.232-27(g).**

**I herby certify, to the best of my knowledge and belief, that:**

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payments covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States, Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed Name and Title

1 July 09  
 \_\_\_\_\_  
 Date

Page 1 of 2 pages

(1) Contract No.:  
W912DQ-04-D-0023 0005

(2) Location and Description of Work:  
333 Hamilton Boulevard, South Plainfield, NJ 07080  
Cornell-Dubilier Electronics OU-2 C1 12

(3) Estimate No.:	3
-------------------	---

(4) Invoice Date: 07/01/2009

(5) Contractor Official (name and address) to whom payment is to be sent:

Sevenson Environmental Services, Inc.  
2749 Lockport Road  
Niagara Falls NY 14305

**(6) Discount Terms:**

0 Days  
0 Percent

(7) If Notice of Assignment has been filed, enter name of Assignee to whom payment is to be sent:

(8) Name, Title, phone number, and mailing address of person to be notified in event of a defective invoice:

(9)  
Subcontractor Name

(10)  
Total Amount  
Subcontracted

(11)  
Previous Subcontractor  
Payments  
(Excluding Deductions)

(12)  
Subcontractor  
Amount Included in this  
Payment Estimate  
(Excluding Deductions)

(13) \*\*  
Subcontractor Earnings  
Deducted by Contractor  
(Total to Date)

ART Ex. 4 - CBI

## Carner Brothers

### Consolidated Steel and Aluminum Fence

## CTI Cutting Tech

## Internal Intelligence

## Kennon Surveyors

## LVI Environmental

**One Call Electric Service, Inc.**

**PAL Environmental Safety Corp**

TOTAL

**\*\* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer) of any such notice issued by the Contractor, specifying (1) the amount to be withheld, (2) the specific causes for the withholding under the terms of the subcontract, and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. Attach copy of notification to pay estimate. Reference FAR 52.232-27(g).**

**I hereby certify, to the best of my knowledge and belief, that:**

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payments covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States, Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Kim W. LICKFIELD  
Typed Name and Title

# Contractor Requested Earnings

Page 2 of 2 pages

(1) Contract No.:  
W912DQ-04-D-0023 0005

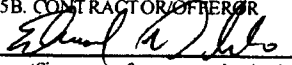

(2) Location and Description of Work:  
333 Hamilton Boulevard, South Plainfield, NJ 07080  
Cornell-Dubilier Electronics OU-2 CI 12

(3) Estimate No.: 3

(4) Invoice Date: 07/01/2009

Activity No.	Activity Title	Activity Amount	Total Previous Earnings	% Earning To Date	Total Earnings To Date	Earnings This Period
0001	Work Plans	Ex. 4 - CBI				\$0.00
0002	General Conditions					\$497.20
0004	Above Grade Structure Demolition & Off-					\$8,934.60
0005	Below-Grade Structure Demolition and O					\$14,221.35
0006A1	Demolition, Handling/Stockpiling, Sampli					\$3,013.40
0010	Security					\$0.00
0011	Perimeter Air Monitoring					\$0.00
0012	Tank Closure Report					\$3,334.00
0013	Geophysical Survey Scan Around Tank					\$0.00
0014	Utility Test Pits					\$2,466.00
0015	Warning Signs					\$0.00
0017	Dense Graded Aggregate					\$1,367.00
0018	Bituminous Surface Coarse					\$2,852.54
0019	Geotextile					\$0.00
0020	Fencing					\$0.00
0021	Gates					\$0.00
0022	Additional Asbestos Abatement Allowanc					\$3,655.53
0023	Water Handling, Temporary Storage, and					\$24,400.00

		Total Previous Earnings	% Earning To Date	Total Earnings To Date	Earnings This Period
<b>Total Requested Activity Earnings</b>		Ex. 4 - CBI			\$64,741.62
Stored Material included in Activity Earnings	\$0.00				
Additional Stored Material not included in Activity Earnings					\$0.00
Preparatory Work not included in Activity Earnings					\$0.00
Performance and Payment Bond not included in Activity Earnings					\$0.00
Less Subcontractor Deductions held by Prime					\$0.00
<b>Total Requested Amount</b>					\$64,741.62

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>   <b>4</b>
2. AMENDMENT/MODIFICATION NO. <b>04</b>	3. EFFECTIVE DATE <b>25-Jun-2009</b>	4. REQUISITION/PURCHASE REQ. NO. <b>W16ROE62981102</b>		5. PROJECT NO. (if applicable)
6. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG CT-H 601 E 12TH ST RM 757 KANSAS CITY MO 64108-2896		CODE <b>W912DQ</b>	7. ADMINISTERED BY (if other than item 6) <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SEVENSON ENVIRONMENTAL SERVICES, INC. ED ODDO 2749 LOCKPORT RD NIAGARA FALLS NY 14305-2229			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>W912DQ-04-D-0023-0005</b>	
CODE <b>OLT07</b>			<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>08-Nov-2006</b>	
FACILITY CODE <b>OLT07</b>				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>52.243-1 Changes-Firm Fixed Price</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>g5cblmt09731</b> <b>FFP</b>  A. NECESSITY FOR MODIFICATION: TO MAKE LINE ITEM ADJUSTMENTS FOR OVERRUN/UNDERRUN AMOUNTS, REFERENCE THE CORNELL DUBILIER ELECTRONICS SUPERFUND SITE, SOUTH PLAINFIELD, MIDDLESEX COUNTY, NEW JERSEY.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Edward M. Oddo, Vice President</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>LYNN M THOMAS / CONTRACTING OFFICER</b> TEL: 816-389-3842 EMAIL: shellythomas@nw402.usace.army.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED <b>6/25/09</b>		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. DATE SIGNED <b>25-Jun-2009</b>		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

CONTINUATION PAGE

Sevenson Environmental Services, Inc.  
2749 Lockport Road  
Niagara Falls, NY 14305

TIN: 16-1091535  
SB/SBSA/P/C

Project Engineer: Ken Maas, 816-389-3709, [Kenneth.E.Maas@usace.army.mil](mailto:Kenneth.E.Maas@usace.army.mil)  
Contract Specialist Heather Morrow, 816-389-3320, [Heather.N.Morrow@usace.army.mil](mailto:Heather.N.Morrow@usace.army.mil)

12. Accounting and Appropriation Data:  
W16ROE-6298-1102

68 20 X 8145 0000 E3 2006 00 0000 000000 00000 3230 83272D NA 49C849 Deobligate \$97,172.28

Total Deobligation of Modification \$97,172.28

14. Description of Amendment/Modification (Continued):

- A. **NECESSITY FOR THE CHANGE.** To provide for adjusted costs (increases/decreases) on the below line items for work and services required for Operable Unit 2 – Clusters 12, Cornell Dubilier Electronics Superfund Site, Borough of South Plainfield, Middlesex County, New Jersey, in accordance with the attached Scope of Work dated June 2007.
- B. **THE CHANGE.** To provide for adjusted costs (increases/decreases) on the below line items for work and services required for the Operable Unit 2 – Clusters 12, Cornell Dubilier Electronics Superfund Site, Borough of South Plainfield, Middlesex County, New Jersey, in accordance with the attached Scope of Work dated June 2007.
- a. The Contractor's revised Bid Schedule, dated 25 July 2008 is hereby incorporated into the Task Order
- b. **CHANGES – Cluster 12:**

Decreases:

1. Work Element C12-005: - Below-Grade Structure Demolition and Off-Site Disposal: A decrease in quantity of one point five five (1.55) Tons to eight point four five (8.45) Tons, decreases the total amount of the line item from \$16,830.00 to \$14,221.35. The Contractor shall be paid the amount FOURTEEN THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND THIRTY FIVE CENTS (\$14,221.35), less any partial payments made previously.

2. Work Element C12-006B1: - Demolition, Handling/Stockpiling, Sampling and Off-Site Disposal of RCRA Waste: A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$1,565.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.

3. Work Element C12-006C1: - Demolition, Handling/Stockpiling, Sampling and Off-Site Disposal of Mixed Waste – both TSCA and RCRA Waste: A decrease in quantity of forty (40) Tons to zero (0) Tons, decreases the total amount of the line item from \$21,130.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.



4. Work Element C12-007A1: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Soil with PCB's > 50 ppm but < 500 ppm: A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$1,525.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
5. Work Element C12-007B1: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Soil with PCB's > 500 ppm: A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$1,525.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
6. Work Element C12-007C1: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of RCRA Waste (failing TCLP): A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$1,565.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
7. Work Element C12-007D1: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Mixed Waste- both TSCA and RCRA (PCB's >50 ppm but < 500 ppm): A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$1,992.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
8. Work Element C12-007E: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Mixed Waste- both TSCA and RCRA (PCB's >500 ppm): A decrease in quantity of two hundred ten (210) Tons to zero (0) Tons, decreases the total amount of the line item from \$68,777.10 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
9. Work Element C12-008: - Excavation, Handling/Stockpiling, Sampling and Off-Site Re-use of Non-Hazardous Excavated Soil: A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$2,115.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
10. Work Element C12-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: A decrease in quantity of ten (10) Tons to zero (0) Tons, decreases the total amount of the line item from \$875.00 to \$0.00. The Contractor shall be paid the amount ZERO DOLLARS AND ZERO CENTS (\$0.00), less any partial payments made previously.
11. Work Element C12-017: - Excavation Dense Graded Aggregate: A decrease in quantity of three hundred fifty two point nine nine (352.99) Tons to sixty seven point zero one (67.01) Tons, decreases the total amount of the line item from \$8,568.00 to \$1,367.00. The Contractor shall be paid the amount ONE THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS AND ZERO CENTS (\$1,367.00), less any partial payments made previously.
12. Work Element C12-018: - Bituminous Surface Course: A decrease in quantity of seven (7) Tons to one hundred ninety three (193) Tons, decreases the total amount of the line item from \$2,956.00 to \$2,852.54. The Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND FIFTY FOUR CENTS (\$2,852.54), less any partial payments made previously.
13. Work Element C12-022: - Additional Asbestos Abatement Allowance: A decrease in quantity of two thousand three hundred forty four point forty seven (2,344.47) Dollars to three thousand six hundred fifty five point five three (3,655.53) Dollars, decreases the total amount of the line item from \$6,000.00 to \$3,655.53. The Contractor shall be paid the amount THREE THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND FIFTY THREE CENTS (\$3,655.53), less any partial payments made previously.

Increases:

1. Work Element C12-006A1: - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA

Waste: An increase in quantity from 10 Tons to 19.76 Tons, an increase of 9.76 Tons, the total amount of the line item increases from \$1,525.00 to \$3,013.40, a total increase of \$1,488.40. The Contractor shall be paid the amount THREE THOUSAND THIRTEEN DOLLARS AND FORTY CENTS (\$3,013.40), less any partial payments made previously.

2. Work Element C12-014- Utility Test Pits: An increase in quantity from 1 Each to 2 Each, an increase of 1 Each, the total amount of the line item increases from \$2,466.00 to \$4,932.00, a total increase of \$2,466.00. The Contractor shall be paid the amount FOUR THOUSAND NINE HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS (\$4,932.00), less any partial payments made previously.

3. Work Element C12-023- Water Handling & Temporary Storage, Off-site Disposal: An increase in quantity from 10,000 Gallons to 20,000 Gallons, an increase of 10,000 Gallons, the total amount of the line item increases from \$12,200.00 to \$24,400.00, a total increase of \$12,200.00. The Contractor shall be paid the amount TWENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$24,400.00), less any partial payments made previously.

C. TIME: The Period of Performance of the Task Order is hereby extended from 30 June 2009 until 29 June 2010.

D. This is a Modification to a Firm Fixed Price Task Order.

E. As a result of Modification 15 the total amount of this Task Order is deobligated in the additional amount of <\$97,172.28>.

F. The total obligated amount of the Task Order, as a result of Modification 5, changes the total amount from \$580,697.08 to \$483,524.80.

G. The total contract amount, as a result of Modification 5, changes from \$154,817,174.44 to \$154,817,174.06.

H. All other terms and conditions of this Task Order remain the same.

01 July 2009

**LETTER OF TRANSMITTAL**

**IAG NUMBER:** Remedial Design Cornell Dubilier OU-2 RA DW96-94209801-0 = **\$64,741.62**  
68-20X8145.0000

**PAYMENT NUMBER THREE**

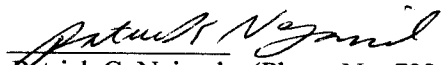
**REFERENCE:** Remedial Action at Cornell-Dubilier Electronics Superfund Site  
Operable Unit Number 2 (Building Demolition)  
South Plainfield, Middlesex County, New Jersey

**CONTRACT:** W912DQ-04-D-0023, Task Order No. 0005  
Sevenson Environmental Services, Inc.

**AMOUNT:** \$64,741.62

**FROM:** US Army Corps of Engineers  
Environmental Residency  
Attn: Patrick Nejand  
214 State Hwy 18 North  
East Brunswick, NJ 08816

**TO:** US Environmental Protection Agency  
Cincinnati Financial Management Center  
MS 002  
26 W Martin Luther King Drive  
Cincinnati, Ohio 45268-7002  
Attn: Mr. Jeffrey J. Marsala (513) 487-2056  
Fax No. (513) 487-2063

Signature:   
Patrick C. Nejand (Phone No. 732-846-5830)  
Project Engineer  
Contracting Officer Representative, USACE

Date: 1 July 09

**Prompt Payment Date: 15 July 2009**

Please return a signed copy to the address above. Thank You.  
Received by:

Signature:   
Jefferey J. Marsala, USEPA

Date: 7/6/09

## Intergovernmental Document On-line Tracking System (IDOTS)

Project Officer Approval Information from IDOTS for:

Interagency Agreement (IAG) No. DW96942098

Invoice No. EST#3

---

<u>Site/Project</u>	<u>Site Name</u>	<u>Amount</u>
02GZRA02	CORNELL-DUBILIER ELECTRONICS, INC.	\$64,741.62

**Project Officer Approval By:** GOTTESMAN, JUSTIN**Total Invoice Amount:** \$64,741.62

## SCORPIOS Proof of Payment

VENDOR CODE: 276110

TRANS CODE: PV

VOUCHER NO: EST#3

NAME: SEVENSON ENVIRONMNTL SVCS INC

TRAVEL ADVANCE NUM:

ADDRESS: 2749 LOCKPORT RD

NO CHECK DISB FLAG: N

:

PROMPT PAY TYPE: Y

: NIAGARA FALLS , NY 14302

APPROVED BY: GOTTESMAN, JUSTIN

DESCRIPTION:

OCR PRINT FLAG: N

VOUCHER TYPE: M

CHECK TYPE:

D. O. : KC00

AGREEMENT #:

DISB RUN NUMBER: 0

SCHD FISC YR: 2009

SCHD CAT:

SCHD TYPE: M

SCHD NO: ACHC09190

VOUCHER DATE: 07/01/2009

VOUCHER AMT: 64,741.62

SCHD DATE: 07/13/2009

HOLDBACK AMT: 0.00

CLOSED DATE: 07/13/2009

CLOSED AMT: 64,741.62

SUBMITTING SFO: 27

OUTSTANDING AMT:

AGENCY HEAD APRVL: Y

IN TRANSIT AMT: 0.00

COMMENTS TO PRINT: DW96942098 EST#3 W912DQ04D0023/0005

INTER AGCY SYMBOL:

DIRECT DISB NUMBER:

FY: 2009

SCHEDULE CAT:

SCHEDULE TYPE: M

SCHEDULE NUMBER: ACHC09190

INDICATORS -

TREAS ACT: C

POST TREAS ACT: Y

POST DETAILS: Y

EXP: F

BACKOUT: N

## -----PAYMENT VOUCHER-----

VENDOR CODE	TC	NUMBER	ADV NUM	LN	SITE ID	PAYMENT AMOUNT	CHECK NUMBER	P O S T	C H K
276110	PV	A9002864863		001	02GZ	64,741.62	00000189	Y	